APPENDIX A

MICHIGAN SUPREME COURT
LANSING, MICHIGAN

SC: 111289, COA: 195431, LC: 95-520313-NO

MARLINDA ACEA

PLAINTIFF-APPELLANT,

V.

AUTOMOBILE CLUB INSURANCE ASSOCIATION,

DEFENDANT-APPELLEE

On order of the court, the delayed application for leave to appeal is considered and it is denied , because we are not persuaded that the questions presented should be reviewed by this court, entered September 28, 1998.

Conrad L. Mallett, Jr.
Chief Justice

James H. Brickley
Michael F. Cavanagh
Patrica J. Boyle
Elizabeth A. Weaver
Marilyn Kelly
Clifford W. Taylor
Justices

APPENDIX B

UNPUBLISHED
September 30, 1997

STATE OF MICHIGAN
COURT OF APPEALS

No. 195431
WAYNE CIRUIT COURT
LC No. 95-520313-NO

MARLINDA ACEA
Plaintiff-Appellant

v.

AUTOMOBILE CLUB INSURANCE ASSOCIATION,
Defendant-Appellee.

Before: Markey, P>J> and Neff and Smolenski, JJ.

In this declaratory judgment action, plaintiff appeals as of right from a determination that defendant neither owed a duty to defend no indemnify its insured, Daniella and Jonathan Moore, under a no-fault automobile insurance policy, in a lawsuit brought by plaintiff against the Moores, for injuries sustained when the Moores's dog lunged through a partially open automobile window and bit the plaintiff. This case is being decided without oral argument pursuant to MCR 7.214(E). We affirm.

The liability that plaintiff asserted against the Moores does not arise out of the Moores' ownership, maintenance or use of a motor vehicle. Putkamer v Transamerica Ins Corp of America, 454 Mich 626; 563 NW2d 683 (1997); Century Mutual Ins Co v League General Ins Co., 213 Mich App 114, 121; 541 NW2d 272 (1995). Rather the Moore automobile was the mere site of the injury, Century Mutual, supra, and there was no showing on the instant record that one of the three exceptions to the parking exclusion set forth in MCL 500.3106(1); MSA 24.13106(1) existed, Putkamer, supra. Accordingly, defendant possesses no duty to defend or indemnify the Moores in the suit brought against them by plaintiff for injuries sustained when the Moore's dog bit plaintiff. Arco Industries Corp v American Ins Co (On Remand), 215 Mich App 633, 636;546 NW2d 709 (1996), lv gtd 454 Mich 873 (1997); Century Mutual supra.

Affirmed.

APPENDIX C

(Motion granted May 8, 1996)

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

No. 95-520-313 NO

MarLinda Acea,
Plaintiff

Vs.

Automobile Club Insurance Association
Defendants

ORDER

(Summary Disposition to the Defendant)

The Defendant moves for Summary Disposition on the post-judgment garnishment action. The parties agree to the essential facts:

1. The Plaintiff suffered significant lacerations from dog bites from a dog
   Owned by the defendants insured.
2. The defendant, ACIA held an automobile policy for the benefit of the
   Dogs owner
3. The dog was an occupant of a parked vehicle when the incident occurred.

The sole issue is whether this is a covered occurrence under the policy. Reluctantly, the Court finds it is not and grants Summary Disposition to the Defendant.

The Plaintiff offers a North Dakota case, Transamerica v. Farmers Insurance Exchange 463 NW2d 641 (2nd) (1990). Its logic is persuasive. However, Century Mutual v. League General Insurance Company 213 MA 114 (1995) is the controlling authority.

Motion granted.

Judge
Cynthia D. Stephens

APPENDIX D

(Dated February 7, 1996)

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

No. 95-502381 1/26/95

MarLinda Acea,
Plaintiff

Vs.

Daniella Moore and Jonathan Moore, Jointly and Severally,
Defendants.

ORDER

(NOTICE OF ENTRY OF JUDGMENT)

Please take notice that the Default Judgment in favor of Plaintiff, MarLinda Acea against Defendants Daniella and Jonathan Moore, has been submitted to the Honorable Cynthia Stephens, Wayne County Circuit Court Judge, in accordance with MCR 2.602 (B) (3), and the said judgment shall be entered by the clerk if no written objections are filed within seven days from the date hereof.

The amount of $130,000 was awarded to the Plaintiff and should be paid by the auto insurance carrier of the Moores.

Judge
Cynthia D. Stephens